

1 THE HONORABLE THOMAS S. ZILLY  
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8 UNITED STATES DISTRICT COURT  
9 WESTERN DISTRICT OF WASHINGTON  
10 AT SEATTLE

11 THE ERISA INDUSTRY COMMITTEE,

12 Plaintiff,

13 v.

14 CITY OF SEATTLE,

15 Defendant.

16 Case No. 2:18-cv-01188

17 **STIPULATION AND ORDER TO  
18 EXTEND DEADLINE FOR  
19 DEFENDANT TO RESPOND TO  
20 COMPLAINT AND TO STAY  
21 DEFENDANT'S ENFORCEMENT OF  
22 PART 3 OF CHAPTER 14.25 OF THE  
23 SEATTLE MUNICIPAL CODE**

24 Defendant the City of Seattle (the “City” or “Defendant”), and Plaintiff, The ERISA  
25 Industry Committee (“ERIC” or “Plaintiff”), and together (the “Parties”), hereby stipulate and  
26 agree to the following: (1) Defendant may have an extension of time, until and including  
October 4, 2018, to respond to Plaintiff’s Complaint; and (2) the City will take no action to  
enforce Part 3 of Chapter 14.25 of the Seattle Municipal Code (“Part 3” or the “Ordinance”)  
until the sooner of a dispositive ruling by this Court on the merits or January 1, 2019.

27 **A. Stipulation to Extend Deadline to Respond to Complaint:**

28 In support of the stipulation to extend the time for Defendant to respond to the  
29 complaint, the Parties make the following recitals:

30 STIPULATION AND ORDER TO EXTEND DEADLINE FOR  
31 DEFENDANT TO RESPOND TO COMPLAINT AND TO STAY  
32 DEFENDANT'S ENFORCEMENT OF PART 3 OF CHAPTER 14.25  
33 OF THE SEATTLE MUNICIPAL CODE- 1

34 **KELLER ROHRBACK L.L.P.**

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1 WHEREAS, Plaintiff filed the Complaint on August 14, 2018;

2 WHEREAS, Defendant was served with the Complaint on August 15, 2018;

3 WHEREAS, Defendant retained counsel, Keller Rohrback L.L.P., to litigate this action  
4 on August 28, 2018;

5 WHEREAS, pursuant to Fed. R. Civ. P. 12(a)(1)(A)(i), Defendant must respond to the  
6 Complaint by September 5, 2018, which is one week after retaining counsel.

7 WHEREAS, this Stipulation will not alter the date of any event or deadline already fixed  
8 by the Court; and

9 WHEREAS, no prior extensions of time have been granted in this matter;

10 NOW THEREFORE, the Parties agree as follows:

11 1. Defendant may have an extension of time, until and including October 4, 2018, to  
12 respond to Plaintiff's Complaint; and

13 2. The Parties will confer regarding a briefing schedule concerning dispositive motions  
14 to present to the Court for approval.

15 **B. Stipulation to Stay Enforcement of the Ordinance:**

16 In support of the stipulation to stay enforcement of Part 3 of the Ordinance, the Parties  
17 make the following recitals:

18 WHEREAS, the Ordinance was enacted through a voter initiative on November 8, 2016;

19 WHEREAS, the City promulgated final rules interpreting Chapter 14.25 (including Part  
20 3) on May 31, 2018, and revised them further on July 12, 2018;

21 WHEREAS, the Ordinance provides for the City to investigate charges alleging  
22 violations of Chapter 14.25 and to "have such powers and duties in the performance of these  
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1 functions as are necessary and proper in the proper performance of the same and provided by  
2 law;” and

3 WHEREAS, absent a stay, Plaintiff would seek interim injunctive relief;

4 NOW THEREFORE, the Parties agree (via this Stipulation) to a temporary  
5 nonenforcement agreement (the “Agreement”), as follows:

6       1. The City will not enforce Part 3 of the Ordinance or the rules or practices related  
7 thereto adopted by the Seattle Office of Labor Standards (“the Rules”); provided, however, that:

8           a. nothing herein shall prevent the City from taking and holding in abeyance any  
9 complaints; and

10          b. nothing herein shall be construed so as to defer the effective date of the Rules;

11       2. Plaintiff agrees it will defer seeking interim injunctive relief so long as the Agreement  
12 is in place, except that it reserves the right to seek interim injunctive relief or other relief to  
13 protect the Court’s jurisdiction in the event a private suit is pursued to enforce the Ordinance or  
14 Rules;

15       3. The Agreement shall terminate upon the sooner of a ruling on the merits or January 1,  
16 2019.

17       4. The Parties will conduct further discussions, including on (a) whether to stay the  
18 effective date of the Rules pending a ruling on the merits, and (b) any extension concerning the  
19 termination date of this Agreement.

**IT IS SO STIPULATED AND AGREED.**

DATED this 6th day of September, 2018.

KELLER ROHRBACK L.L.P.

By/s/ Erin Riley

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DEFENDANT TO RESPOND TO COMPLAINT AND TO STAY  
DEFENDANT'S ENFORCEMENT OF PART 3 OF CHAPTER 14.25  
OF THE SEATTLE MUNICIPAL CODE-4**

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## ORDER

Pursuant to the stipulation, docket no. 13, by the parties, the Court orders as follows:

1. The deadline by which Defendant must file its answer is extended by thirty days to

October 4, 2018.

2. The City will not enforce Part 3 of the Ordinance or the rules or practices related thereto adopted by the Seattle Office of Labor Standards (“the Rules”); provided, however, that:

a. nothing herein shall prevent the City from taking and holding in abeyance any complaints; and

b. nothing herein shall be construed so as to defer the effective date of the Rules.

**IT IS SO ORDERED** this 6th day of September, 2018.

Thomas S. Balle

Thomas S. Zilly  
United States District Judge

## **Presented by:**

KELLER ROHRBACK L.L.P.

KILPATRICK TOWNSEND & STOCKTON  
LLP

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OF THE SEATTLE MUNICIPAL CODE- 5**

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